

<b>SOLICITATION, OFFER AND AWARD</b>		1. This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating	Page 1 of pages 20
2. Contract No.	3. Solicitation No. EA133F-03-RP-0023		4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 08/13/2003	6. Requisition/Purchase No. NFFM1020-3-00600
7. Issued By Department of Commerce, NOAA, EASC Norfolk Federal Building 200 Granby Street Norfolk, Virginia 23510			8. Address Offer To (If other than item 7) Code		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 02:00 PM (hour) local time Sep 3 2003 (date).

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name Lynne B. Phipps lbp	B. Telephone No. (include area code) (NO COLLECT CALLS) 757-441-6881
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
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15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.	17. Signature	18. Offer Date
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### AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified) Item
24. Administered By (If other than Item 7) Code		Payment Will be Made By Code
26. Name of Contracting Officer (Type or print)		27. United States of America (Signature of Contracting Officer) 28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Services to convene and facilitate the Atlantic Large Whale Take Reduction Team meeting and Gear Workshop for 2004 in accordance with Section C			NTE	

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**INSPECTION AND ACCEPTANCE**

**C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MARCH 2000)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the following Statement of Work/Specifications.

**C.2 STATEMENT OF WORK**

**SCOPE**

The National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NOAA Fisheries), Northeast Regional Office (NERO) requires the contractor to convene and facilitate an annual meeting of the Atlantic Large Whale Take Reduction Team (ALWTRT), including a pre-meeting with new ALWTRT members, in accordance with Section 118(f) of the Marine Mammal Protection Act (MMPA). NOAA Fisheries NERO also requires the contractor to convene and facilitate a gear workshop and any other additional meetings as appropriate to meet the mandates of the MMPA.

FULL ALWTRT MEETING

The contractor shall:

- Meet with the Contracting Officer's Technical Representative (COTR) and other applicable NOAA Fisheries officials to discuss strategies and performance details of the pre-meeting and TRT meeting agenda upon award of the contract. This will include developing a meeting agenda to be circulated to all appropriate TRT members in advance of the pre- and full ALWTRT meeting.
- Become familiarized with all relevant background documents on the Atlantic Large Whale Take Reduction Plan (ALWTRP).
- Develop communication with all TRT members, while also providing support and information to all new TRT members. Be responsible for early coordination with all team members, including timely preparation (1 month prior to meetings) and dissemination of materials/information before the pre-and full ALWTRT meeting.
- Provide the COTR with informal verbal progress reports on a regular basis not to exceed biweekly and written progress reports on a regular basis not to exceed monthly.
- Provide both mediation and facilitation skills during the meeting processes.
- Provide an accurate and detailed full ALWTRT meeting summary to the COTR, in draft form, within 10 business days after the meeting has been completed. Provide the final version of the meeting summary to the COTR within 20 business days after the draft distribution to the entire team is completed. The final meeting summary will be provided to NOAA Fisheries within 45 days of the full ALWTRT meeting.
- Meet with the COTR and other NOAA Fisheries staff within 15 business days of the pre- and full TRT meeting conclusion to review and debrief the meeting process after the TRT meeting conclusion. This requirement can be met with a conference call.
- Provide all necessary personnel, travel, material, equipment, facilities and all other items necessary to completely perform the requirements specified in this statement of work. This will include arranging reimbursement for TRT member travel.

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GEAR WORKSHOP

The contractor shall:

- Meet with the COTR and other applicable NOAA Fisheries officials to discuss strategies and performance details of the gear workshop upon award of the contract. This requirement can be met with a conference call.
- Become familiarized with all relevant background documents on the ALWTRP.
- Timely preparation (1 month prior to meetings) and dissemination of materials/information to participants before the workshop.
- Provide both mediation and facilitation skills during the meeting processes.
- Provide an accurate and detailed meeting summary to the COTR, in draft form, within 10 business days after the gear workshop has been completed. Provide the final version of the meeting summary to the COTR within 20 business days after the draft distribution to the gear workshop participants is completed. The final meeting summary will be provided to NOAA Fisheries within 45 days of the full gear workshop.
- Meet with the COTR and other NOAA Fisheries staff within 15 business days of the gear workshop conclusion to review and debrief the meeting process after the workshop conclusion. This requirement can be met with a conference call.
- Provide all necessary personnel, travel, material, equipment, facilities and all other items necessary to completely perform the requirements specified in this statement of work. This will include arranging reimbursement for gear workshop participant travel.

**TRAVEL COORDINATION FOR AND COMMUNICATION WITH ALL TRT MEMBERS AND GEAR WORKSHOP PARTICIPANTS**

- The contractor shall provide travel support services to the TRT members attending the full ALWTRT meeting, as well as for workshop participants attending the gear workshop including pre- and post-meeting and workshop coordination. A draft ALWTRT membership list is attached. The final ALWTRT membership list will be provided upon award of the contract. The gear workshop participant list will also be provided to the contractor.
- The contractor shall segregate travel costs to identify those costs allocable to TRT members and workshop participants. The government will arrange for the travel of NOAA personnel but the contractor shall include NOAA personnel when making hotel arrangements.
- The contractor shall be available to all TRT members and gear workshop participants once accepting the contract until the termination of the contract. The contractor shall provide these members and participants with any support (i.e., an emergency or unexpected event transpires) that is relevant to the ALWTRT meeting and gear workshop process.

**FACILITY COORDINATION**

The contractor shall provide:

- All advance facility reservations and organization for the pre-meeting, full ALWTRT meeting and gear workshop.
- A meeting facility adequate to accommodate the respective team meeting members, and additional public participants, in accordance with MMPA of 1972, Section 118(f)(6)(D). Additionally, a meeting facility adequate to accommodate the gear workshop participants and additions public participants. Meeting days may include weekends, as necessary. A minimum number of public seating, not counting TRT member or gear workshop seating, shall be 30 seats.

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- The contractor shall also be responsible for providing and ensuring adequate facility ventilation, audio equipment, visual aids and acoustics needs. The facility must be handicap-accessible. Should any meeting participants request sound equipment, such as a microphone station for the speakers and the public audience, the contractor must attempt to obtain the services and report back to the COTR on the approximate cost.
- Work with NOAA Fisheries to ensure adequate advanced notification to the general public in accordance with MMPA, Section 118(f)(6)(D).
- Appropriate and applicable work supplies and information to each TRT member and gear workshop participant in a timely manner, to promote a positive and professional work environment. This may include pens, paper, clipboards, binders, or any other professional-based materials the contractor determines to be appropriate for the TRT meetings and gear workshop.

**ATLANTIC LARGE WHALE TAKE REDUCTION TEAM PARTICIPANTS**

Membership of the ALWTRT shall be almost identical to those participants from the previous TRT, in addition to new members. The draft TRT Member List is attached. The final TRT Member list and list of gear workshop participants will be provided to the contractor after the contract award.

**PERIOD OF PERFORMANCE**

The period of performance for this contract will start upon contract award and continue 12 months thereafter. The meetings for the pre- and full ALWTRT meeting will be arranged in conjunction with the contractor. The gear workshop will be convened either late 2003 or during 2004 following the full 2004 ALWTRT meeting; the dates shall be arranged in coordination with the COTR. If the team or workshop participants are unable or unwilling to meet, the Contracting Officer must be notified, in writing, and an alternate date is established which is acceptable to the COTR. The contractor shall have 45 days from date of the full ALWTRT meeting and gear workshop to complete all requirements cited within the statement of work.

**KEY PERSONNEL**

The contractor shall provide the following staff resource as key personnel:

- 1 Senior Facilitator/Mediator

The individual selected by the contractor to be the primary Senior Facilitator/Mediator will be identified by name in the resultant contract as the primary contact.

**DELIVERABLES**

In addition to the aforementioned TRT meetings and gear workshops, the contractor shall specifically provide:

- Pre-meeting documents, including a meeting agenda to all TRT members, in an organized (e.g., in binders, filed appropriately) and timely fashion for the pre- and full ALWTRT meeting. Pre-meeting documents to all gear workshop participants, in an organized (e.g., in binders, filed appropriately) and timely fashion for the gear workshop.
- Meeting summaries for the full ALWTRT meeting and gear workshop that shall consist of significant discussion points and all applicable supporting information and documentation. The contractor shall

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provide a draft within 10 business days of the meeting conclusion. The contractor shall provide the final meeting summary to the COTR 20 business days after the draft summary is distributed to the entire team in draft form. All TRT meeting and gear workshop participants shall be identified within this document.

- Take Reduction Team Recommendations and Gear Workshop Recommendations. This section of the respective summaries shall be enclosed in the draft and final meeting summaries. For the full ALWTRT meeting summary, this section shall: 1) identify progress/actions taken regarding recommendations from previous TRT meetings; 2) identify all new recommendations that have been put forth and adopted by consensus; 3) provide guidance as to how the original TRP might be amended; and 4) shall also identify discussion surrounding item for which consensus could not be reached, if applicable.
- All documents shall be edited, if needed, by contacting TRT members and gear workshop participants to clarify/re-interpret their comments made during the meeting process.

**TIMELINE** (proposed and subject to agreement as part of detailed work plan):

FULL ALWTRT MEETING:

Within 5 weeks prior to full ALWTRT meeting (on or about the week of December 29, 2003):

- Meet with COTR to be briefed on ALWTRP.
- Strategize with COTR to develop a detailed work plan for the entire pre-and full TRT meeting process.
- Begin developing a meeting agenda for the pre- and full ALWTRT meeting.
- Define facilitation and mediation guidelines, protocol and goals.
- Begin contacting TRT members.
- NOAA Fisheries must have submitted to Contractor, all relevant material that need to be dispersed to all new TRT members.

Within 4 weeks prior to full ALWTRT meeting (on or about the week of January 5, 2004):

- Complete a meeting agenda for ALWTRT pre-meeting.
- Disperse background materials to new TRT members.

Within 3 and 2 weeks prior to full ALWTRT meeting (on or about the weeks of January 12 and 19, 2004):

- Conduct pre-meeting
- NOAA Fisheries must have submitted to Contractor, all relevant material that need to be dispersed to all TRT members.
- Complete a meeting agenda for full ALWTRT meeting.

Within 1 weeks prior to full ALWTRT meeting (on or about the week of January 26, 2004):

- Contractor must send out all materials and meeting agenda to all TRT members.

Week of full ALWTRT meeting (on or about the week of February 2, 2004):

- Conduct full meeting.

10 business days after meeting conclusion:

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- Contractor must submit a draft meeting summary, including consensus recommendations, to the COTR

15 business days after the conclusion of the TRT meeting:

- Contractor holds a debriefing meeting, conference call will suffice, with the COTR regarding the meeting.

20 business days after circulation of the draft report to the entire TRT:

- Contractor must submit a final meeting summary to the COTR.

GEAR WORKSHOP:

Within 1 week of agreed upon date for gear workshop:

- Meet with COTR to be briefed on gear workshop. This requirement can be met with a conference call.
- Strategize with COTR to develop a detailed work plan for the gear workshop meeting process.
- Begin developing a meeting agenda for workshop.
- Define facilitation and mediation guidelines, protocol and goals.
- Begin contacting gear workshop participants.
- NOAA Fisheries must have submitted to Contractor, all relevant material that need to be dispersed to all workshop participants.

Within 2 week of agreed upon date for gear workshop:

- Complete a meeting agenda for workshop.
- Disperse background materials to workshop participants.

Week 5:

- Conduct gear workshop.

10 business days after meeting conclusion:

- Contractor must submit a draft meeting summary to the COTR

15 business days after the conclusion of the TRT meeting:

- Contractor holds a debriefing meeting, conference call will suffice, with the COTR regarding the meeting.

20 business days after circulation of the draft report to the workshop participants:

- Contractor must submit a final workshop summary to the COTR.

**MISCELLANEOUS**

- Information and materials concerning the ALWTRP are available online at:  
[www.nero.nmfs.gov/whaletrp/](http://www.nero.nmfs.gov/whaletrp/)

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 1352.246-70 INSPECTION AND ACCEPTANCE (MARCH 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

DOC/NOAA  
National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, MA 01930

SECTION F  
DELIVERIES OR PERFORMANCE

**F.1 52.242-15 STOP-WORK ORDER (AUG 1989)**

(Reference 42.1305)

**F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

(Reference 42.1305)

**F.3 1352.215-70 PERIOD OF PERFORMANCE (MARCH 2000)**

The period of performance of this contract is from date of award through twelve months thereafter.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)**

a. TO BE DETERMINED is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

DOC/NOAA  
National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, MA 01930

- b. The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

**H.2 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MARCH 2000)**

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**H.3 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.4 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

**SECTION I  
CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[www.arnet.gov/far](http://www.arnet.gov/far)

**I.2 52.202-1 DEFINITIONS (DEC 2001)**

(Reference)

**I.3 52.203-3 GRATUITIES (APR 1984)**

(Reference 3.202)

**I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

(Reference 3.404)

**I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(Reference 3.503-2)

**I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Reference 3.502-3)

**I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(Reference)

**I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(Reference 3.104-9)

**I.9 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(Reference 3.808)

**I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)**

(Reference)

**I.11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(Reference 4.303)

**I.12 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)**

(Reference 15.209)

**I.13 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**

(Reference 15.209)

**I.14 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

(Reference 17.208)

**I.15 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

(Reference 19.708)

**I.16 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002)**

(Reference)

**I.17 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

(Reference 19.811-3)

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SECTION I  
CONTRACT CLAUSES

**I.18 52.222-3 CONVICT LABOR (JUNE 2003)**  
(Reference)

**I.19 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**  
(Reference 22.810)

**I.20 52.222-26 EQUAL OPPORTUNITY (APR 2002)**  
(Reference)

**I.21 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
(Reference)

**I.22 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUNE 2003)**  
(Reference)

**I.23 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**  
(Reference 27.201-2)

**I.24 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**  
(Reference 32.111)

**I.25 52.232-17 INTEREST (JUNE 1996)**  
(Reference 32.617)

**I.26 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**  
(Reference 32.806)

**I.27 52.232-25 PROMPT PAYMENT (FEB 2002)**  
(Reference)

**I.28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)**  
(Reference)

**I.29 52.233-1 DISPUTES (JUL 2002)**  
(Reference)

**I.30 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**  
(Reference 37.110)

**I.31 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**  
(Reference 39.107)

**I.32 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)**  
(Reference 43.205)

**I.33 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)**  
(Reference 46.805)

**I.34 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT  
FORM) (APR 1984)**  
(Reference 49.502)

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(Reference 3.808)

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ ☐ TIN: \_\_\_\_\_.

☐ ☐ TIN has been applied for.

☐ ☐ TIN is not required because:

☐ ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ ☐ Offeror is an agency or instrumentality of a foreign government;

☐ ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ ☐ Sole proprietorship;

☐ ☐ International organization per 26 CFR 1.6049-4;

☐ ☐ Other \_\_\_\_\_.

(f) Common Parent.

☐ ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;



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(B) Have / / have not / /, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision; and

(D) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs

(a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /\_/ has, /\_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it /\_/ has developed and has on file, /\_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /\_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.6 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUNE 2003)**

(a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/\_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/\_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

/\_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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    /\_/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

    /\_/ (v) The facility is not located in the United States or its outlying areas.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L.2 1352.215-73 INQUIRIES (MARCH 2000)**

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.